

STATE OF INDIANA)	IN THE ALLEN COUNTY SUPERIOR COURT
) SS:	
COUNTY OF ALLEN)	
)	
MONTE MILLER)	
)	
Plaintiff,)	
)	CAUSE NO:
vs.)	
)	<u>JURY TRIAL REQUESTED</u>
WESTFIELD INSURANCE)	
)	
Defendant.)	
)	

COMPLAINT FOR DAMAGES

NOW COMES now the Plaintiff, MONTE MILLER, by counsel, Trevor J. Crossen, and for his Complaint for Damages against the Defendant, WESTFIELD INSURANCE, alleges and asserts as follows:

Count I: Breach of Contract

1. At the time of the accident, Plaintiff, Monte Miller, was a resident of the town of Marion, County of Grant, State of Indiana.
2. At the time of the accident, Defendant, Westfield Insurance, is a corporation with its principal place of business located in Westfield Center, Ohio and maintains business offices in the State of Indiana. Westfield Insurance is a leading provider of automobile insurance nationwide, and is licensed to do business in the State of Indiana.
3. At the time of the accident, Plaintiff was an employee of Kelley Automotive Group, LLC as a mechanic, who had an active underinsured motorist coverage policy with Defendant, Westfield Insurance.

4. At all times mentioned herein, in the town of Fort Wayne, County of Allen, State of Indiana, there was a public thoroughfare known as Illinois Road that runs east and west and intersects with Scott Road.

5. On July 23, 2019, Plaintiff, Monte Miller, was in the course and scope of his employment with Kelley Automotive Group, LLC test driving a vehicle that he had been working on.

6. On July 23, 2019, at approximately 9:04 a.m., Mr. Miller was stopped at a red light turning right at the intersection of Illinois Road and Scott Road when he was suddenly and without warning rear-ended by defendant driver, Maria Victoria.

7. This collision was proximately caused by the negligence of Maria Victoria (Parra), who carelessly and negligently failed to maintain a proper lookout ahead of her vehicle, carelessly and negligently failed to keep her vehicle under proper control, failed to exercise reasonable care to alter or divert the course of her automobile so as to avoid a collision, carelessly and negligently failed to apply the brakes of her vehicle in time to avoid an accident, and carelessly and negligently operated her vehicle at an unreasonable rate of speed under the circumstances.

8. Plaintiff filed lawsuit against Maria Victoria (Parra) in the Allen Superior Court, Cause No. 02D09-2004-CT-000186. The claim has been settled. Plaintiff is further reserving his right to UM benefits.

9. At all times relevant hereto, Defendant, Westfield Insurance, had in full force and effect Claim Number 0002060524, policy number, CMM 5461468, which had been issued to the employer, Kelley Automotive Group, LLC, for a period of time, which included July 23, 2019, and which provided, among other things, UM/UIM coverage for the vehicle Plaintiff was operating at the time of the collision.

10. As a direct result of the accident, Plaintiff has undergone multiple surgeries on his back and will require unforeseeable future medical treatment.

11. In order to treat his injuries and to lessen his pain and suffering, Plaintiff has been required to engage the services of hospitals, physicians, chiropractors, and therapists for medical care and has incurred substantial medical bills for such treatment.

12. As a result of his injuries, Plaintiff has been forced to miss work. Plaintiff has not returned to work since the day of the accident.

13. As a result of the accident and the negligence of Defendant, Plaintiff has been damaged.

14. Defendant, Westfield Insurance, has refused to compensate the Plaintiff, Monte Miller, for the severe and permanent injuries he sustained in the collision.

Count II: Bad Faith

Comes now the Plaintiff, Monte Miller, by and through his attorney, Trevor J. Crossen, and for their Complaint for Damages against the Defendant, Westfield Insurance, respectfully show the Court as follows:

15. Plaintiff hereby incorporates paragraphs 1 through 14 as if set forth fully herein.

16. Plaintiff is informed and believes and thereupon alleges that the bad faith conduct of Westfield Insurance in reviewing, adjusting and analyzing the claim of Plaintiff is part of a company-wide practice of Defendant throughout the State of Indiana to wrongfully deny claims by its insured's and to make known a policy of forcing insured's to incur unnecessary personal debt.

WHEREFORE, Plaintiff prays for judgment against Defendant, Westfield Insurance, in an amount commensurate with his injuries and damages, for punitive damages, for attorney's fees, for the costs of this action, for trial by jury, and for any and all other relief just and proper in the premises.

Respectfully submitted,

CROSSEN LAW FIRM, LLC

/s/Trevor J. Crossen

Trevor J. Crossen, #18592-49

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